



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
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P.O. BOX 1460  
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IN REPLY PLEASE

REFER TO FILE: PD-6

April 20, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**OAK GROVE DRIVE OVER ARROYO SECO CHANNEL AND  
OAK GROVE DRIVE OVER FLINT CANYON WASH  
CITIES OF PASADENA AND LA CAÑADA FLINTRIDGE-COUNTY COOPERATIVE  
AGREEMENTS  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Mayor of the Board to sign the cooperative Agreements with the Cities of Pasadena and La Cañada Flintridge for the project to retrofit the bridges on Oak Grove Drive over Arroyo Seco Channel, which is entirely within the City of Pasadena, and Oak Grove Drive over Flint Canyon Wash, which is jurisdictionally shared between the Cities of Pasadena and La Cañada Flintridge. The Agreements provide for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Program, with the Cities of Pasadena and La Cañada Flintridge to finance their respective shares of the non-Federally reimbursable portion of the construction cost. The City of Pasadena will finance its share of the non-Federally reimbursable portion of the construction cost by assigning Federal Surface Transportation Program-Local (STP-L) funds to the County in lieu of cash. The construction cost is currently estimated to be \$2,864,000 with Federal reimbursement being \$2,276,000, the City of Pasadena's share being \$553,000, and the City of La Cañada Flintridge's share being \$35,000.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County and the Cities of Pasadena and La Cañada Flintridge propose to retrofit the Oak Grove Drive over Arroyo Seco Channel bridge, which is entirely within the City of Pasadena, and the Oak Grove Drive over Flint Canyon Wash bridge, which is jurisdictionally shared between the Cities of Pasadena and La Cañada Flintridge. Your Board's approval of the enclosed Agreements is necessary for the delegation of responsibilities and the cooperative financing of the project.

Section 1803 of the California Streets and Highways Code provides that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500, et seq. of the Government Code.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence. By improving the safety of the Oak Grove Drive over Arroyo Seco Channel bridge and the Oak Grove Drive over Flint Canyon Wash bridge, residents of Pasadena and La Cañada Flintridge and the nearby unincorporated County areas who travel on Oak Grove Drive will benefit, and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The construction cost of the project is currently estimated to be \$2,864,000 with Federal reimbursement being \$2,276,000 and the City of Pasadena's share being \$553,000. The City of Pasadena will finance its share of the construction cost by assigning a portion of its available Federal STP-L funds to the County in lieu of cash. The City of La Cañada Flintridge will deposit \$35,000, which is its share of the construction cost, upon execution of the Agreement. This project will be included in the Fiscal Year 2006-07 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreements provide for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Program and utilize Federal funds for all eligible expenditures. The City of Pasadena will finance its jurisdictional share of the non-Federally reimbursable local agency portion of the construction cost by assigning Federal STP-L funds to the County in lieu of cash. The City of La Cañada Flintridge will finance its jurisdictional share of the non-Federally reimbursable local agency portion of the construction cost with City funds.

### **ENVIRONMENTAL DOCUMENTATION**

On June 4, 2002, Synopsis 62, your Board found the project to retrofit the bridge on Oak Grove Drive over Arroyo Seco Channel statutorily exempt from the provisions of the California Environmental Quality Act pursuant to Section 21080 (b) (4) of the Public Resources Code and Section 180.2 of the Streets and Highways Code.

On June 4, 2002, Synopsis 63, your Board found the project to retrofit the bridge on Oak Grove Drive over Flint Canyon Wash statutorily exempt from the provisions of the California Environmental Quality Act pursuant to Section 21080 (b) (4) of the Public Resources Code and Section 180.2 of the Streets and Highways Code.

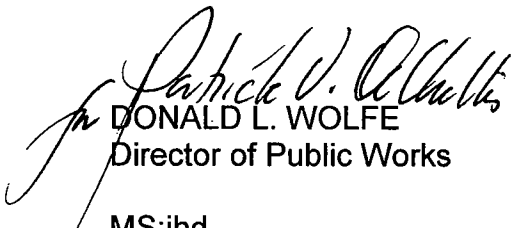
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Oak Grove Drive is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

### **CONCLUSION**

Enclosed are two copies of each Agreement, which have been approved by the Cities of Pasadena and La Cañada Flintridge and approved as to form by County Counsel. Upon approval by your Board, please return the copies marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copies marked COUNTY ORIGINAL are for your files.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

MS:jhd

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Enc. 2

cc: Chief Administrative Office  
County Counsel

A G R E E M E N T

This AGREEMENT, made and entered into by and between the CITY OF PASADENA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, Oak Grove Drive is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY, the City of La Cañada-Flintridge, and COUNTY propose to seismically retrofit the bridges on Oak Grove Drive over Arroyo Seco Channel and Oak Grove Drive over Flint Canyon Wash, which work is hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and the City of La Cañada-Flintridge; and

WHEREAS, PROJECT is of general interest to CITY, the City of La Cañada-Flintridge, and COUNTY; and

WHEREAS, COUNTY is willing to perform, or cause to be performed, all work necessary to complete PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program; and

WHEREAS, the preliminary engineering for PROJECT was entirely financed with Federal and State funds; and

WHEREAS, CONSTRUCTION COST OF PROJECT (as defined below) is currently estimated to be Two Million Eight Hundred Sixty-four Thousand and 00/100 Dollars (\$2,864,000.00) with Federal reimbursement estimated to be Two Million Two Hundred Seventy-six Thousand and 00/100 Dollars (\$2,276,000.00); and

WHEREAS, CITY and the City of La Cañada-Flintridge are willing to finance their respective shares of the non-Federally reimbursable local agency portion of CONSTRUCTION COST OF PROJECT; and

WHEREAS, CITY is willing to finance its share of the non-Federally reimbursable local agency portion of CONSTRUCTION COST OF PROJECT, currently estimated to be Five Hundred Fifty-three Thousand and 00/100 Dollars (\$553,000.00), by assigning Federal Surface Transportation Program (STP) funds to COUNTY in lieu of cash; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of STP funds between public agencies; and

WHEREAS, COUNTY is willing to accept CITY'S assignment of STP funds in lieu of cash; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION", as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of the applicable governmental entity mentioned in this AGREEMENT.
- b. "CONSTRUCTION COST OF PROJECT," as referred to in this AGREEMENT, shall include the costs of construction contract, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of preliminary engineering, as referred to in this AGREEMENT, shall include the costs of environmental documentation; traffic index and geometric investigation; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to award of construction contract for PROJECT and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of construction contract, as referred to in this AGREEMENT, shall include the total of all payments to the construction contractor for PROJECT.
- e. "LOCAL SHARE OF COSTS," as referred to in this AGREEMENT, shall consist of CONSTRUCTION COST OF PROJECT less any reimbursement received by COUNTY under the Federal HBRR Program.

(2) CITY AGREES:

- a. To finance its share of LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To assign STP funds to COUNTY, in lieu of cash, to finance its share of LOCAL SHARE OF COSTS, currently estimated to be Five Hundred Fifty-three Thousand and 00/100 Dollars (\$553,000.00). Such assignment shall be effective upon full execution of this AGREEMENT with no further action required by CITY.
- c. To review the construction contract bids for PROJECT, and any subsequent change orders for PROJECT and provide written approval, or other response, within ten (10) calendar days of presentation by COUNTY. CITY'S approval may only be withheld for good reason and in good faith. If CITY'S response is not received within said ten (10) calendar days, COUNTY may proceed with PROJECT or change orders. CITY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.
- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- f. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- g. To obtain, if necessary, and grant COUNTY any temporary or permanent right of way within CITY necessary for the construction of PROJECT at no cost to COUNTY.

- h. Upon approval of construction plans for PROJECT to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition, and at CITY expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and systems testing, and all work necessary to complete PROJECT under the Federal HBRR Program.
- b. To accept CITY'S assignment of STP funds in lieu of cash.
- c. To apply for Federal HBRR funding to finance a portion of CONSTRUCTION COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To obtain CITY approval of construction contract amount prior to entering into the construction contract for PROJECT, subject to paragraph (2) c., above.
- g. To furnish CITY with information on all contract change orders for PROJECT and obtain CITY'S input on all such contract change orders, subject to paragraph (2) c., above.
- h. To furnish CITY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (3) a., c., and e., above.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of LOCAL SHARE OF COSTS shall allocate said cost between CITY and the City of La Cañada-Flintridge based on the percentage of bridge deck area located within their respective JURISDICTIONS. CITY shall finance one hundred percent (100%) of the portion of LOCAL SHARE OF COSTS for the bridge on Oak Grove Drive over Arroyo Seco Channel, and CITY shall finance eighty-seven percent (87%) of the portion of LOCAL SHARE OF COSTS for the bridge on Oak Grove Drive over Flint Canyon Wash.
- b. CITY'S total actual assignment of STP funds shall be an amount equal to its share of LOCAL SHARE OF COSTS, as set forth in paragraph (4) a., above, based on the final accounting.
- c. If at final accounting CITY'S share of LOCAL SHARE OF COSTS exceeds CITY'S assignment, as set forth in paragraph (2) b., and if CITY approved the contract amount, CITY shall pay to COUNTY the additional amount upon demand or assign additional CITY STP funds to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said assignment, COUNTY shall credit the difference to CITY'S available STP funds within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.
- d. That if CITY'S payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of delivery to CITY of the invoice at the rate of interest specified in the General Services AGREEMENT executed by the parties to this AGREEMENT currently in effect.
- e. That if CITY'S payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of the delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice for CONSTRUCTION COST OF PROJECT prepared by COUNTY and all supporting documentation including all contractor's invoices, change orders and other documents for PROJECT, and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of the delivery to CITY of said invoice. COUNTY shall review all disputed charges and submit a written justification to



CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report.

- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector and shall immediately notify CITY of any change orders which could materially affect CONSTRUCTION COST OF PROJECT. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY'S inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Dan Rix  
City Engineer  
City of Pasadena  
117 East Colorado Boulevard  
Pasadena, CA 91109

COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an AGREEMENT (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 33412 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PASADENA on \_\_\_\_\_, 2005, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2005.

COUNTY OF LOS ANGELES

ATTEST:

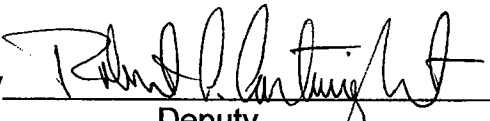
By \_\_\_\_\_  
Mayor, Board of Supervisors

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisor of  
the County of Los Angeles

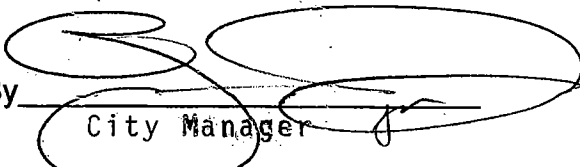
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

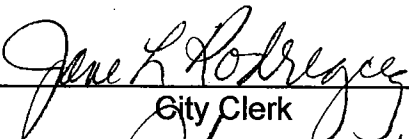
RAYMOND G. FORTNER, JR.  
County Counsel


By  \_\_\_\_\_  
Deputy

CITY OF PASADENA

By  \_\_\_\_\_  
City Manager

ATTEST:

By  \_\_\_\_\_  
City Clerk  
11/29/05

By  \_\_\_\_\_  
Asst City Attorney

## AGREEMENT

This AGREEMENT, made and entered into by and between the CITY OF LA CAÑADA FLINTRIDGE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, Oak Grove Drive is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY, the City of Pasadena, and COUNTY propose to seismically retrofit the bridge on Oak Grove Drive over Flint Canyon Wash which work is hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and the City of Pasadena; and

WHEREAS, PROJECT is of general interest to CITY, the City of Pasadena, and COUNTY; and

WHEREAS, COUNTY is willing to perform, or cause to be performed, all work necessary to complete PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Program (HBP); and

WHEREAS, the preliminary engineering for PROJECT was entirely financed with Federal and State funds; and

WHEREAS, CONSTRUCTION COST OF PROJECT (as defined below) is currently estimated to be One Million Two Hundred Ninety Thousand and 00/100 Dollars (\$1,290,000) with Federal reimbursement estimated to be One Million Twenty-six Thousand and 00/100 Dollars (\$1,026,000); and

WHEREAS, CITY and the City of Pasadena are willing to finance their respective shares of the non-Federally reimbursable local agency portion of CONSTRUCTION COST OF PROJECT with the CITY'S share currently estimated to be Thirty-five Thousand and 00/100 Dollars (\$35,000).

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1803 of the California Streets and Highway Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of the applicable governmental entity mentioned in this AGREEMENT.
- b. "CONSTRUCTION COST OF PROJECT," as referred to in this AGREEMENT, shall include the costs of construction contract, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of preliminary engineering, as referred to in this AGREEMENT, shall include the costs of environmental documentation; traffic index and geometric investigation; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to award of construction contract for PROJECT and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The costs of construction contract, as referred to in this AGREEMENT, shall include the total of all payments to the construction contractor for PROJECT.
- e. "LOCAL SHARE OF COSTS," as referred to in this AGREEMENT, shall consist of CONSTRUCTION COST OF PROJECT less any reimbursement received by COUNTY under the Federal Program (HBP).

(2) CITY AGREES:

- a. To finance its share of LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance its share of LOCAL SHARE OF COSTS, currently estimated to be Thirty-five Thousand and 00/100 Dollars (\$35,000). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To review the construction contract bids for PROJECT and any subsequent change orders for PROJECT and provide written approval or other response within ten (10) calendar days of presentation by COUNTY. CITY'S approval may only be withheld for good reason and in good faith. If CITY'S response is

not received with said ten (10) calendar days, COUNTY may proceed with PROJECT or change orders. CITY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.

- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- f. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- g. To obtain, if necessary, and grant COUNTY any temporary or permanent right of way within CITY necessary for the construction of PROJECT at no cost to COUNTY.
- h. Upon approval of construction plans for PROJECT to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition, and at CITY expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and systems testing, and all work necessary to complete PROJECT under the Federal HBP.

- b. To apply for Federal HBP funding to finance a portion of CONSTRUCTION COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To obtain CITY approval of construction contract amount prior to entering into the construction contract for PROJECT, subject to paragraph (2) c., above.
- f. To furnish CITY with information on all contract change orders for PROJECT and obtain CITY'S input on all such contract change orders, subject to paragraph (2) c., above.
- g. To furnish CITY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (3) a., c., and e., above.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of LOCAL SHARE OF COSTS shall allocate said cost between CITY and the City of Pasadena based on the percentage of bridge deck area located within their respective JURISDICTIONS. CITY shall finance thirteen percent (13%) of the portion of LOCAL SHARE OF COSTS for the project.
- b. If at final accounting CITY'S share of LOCAL SHARE OF COSTS exceeds CITY'S payment, as set forth in paragraph (2) b., and if CITY approved the contract amount, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payment, COUNTY shall refund the difference to CITY within sixty (60) days of the date COUNTY furnishes CITY with the final accounting.

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- c. That if CITY'S payment, as set forth in paragraph (4) b., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY and delivered to CITY within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of delivery to CITY of the invoice at the rate of interest specified in the General Services AGREEMENT executed by the parties to this AGREEMENT currently in effect.
- d. That if CITY'S payment, as set forth in paragraph (4) b., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of the delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- e. CITY shall review the final accounting invoice for CONSTRUCTION COST OF PROJECT prepared by COUNTY and all supporting documentation including all contractor's invoices, change orders and other documents for PROJECT, and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of the delivery to CITY of said invoice. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector and shall immediately notify CITY of any change orders which could materially affect CONSTRUCTION COST OF PROJECT. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY'S inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- g. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

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- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Steve Castellanos  
Director of Public Works  
City of La Cañada Flintridge  
1327 Foothill Boulevard  
La Cañada Flintridge, CA 91101

COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- j. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- k. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an AGREEMENT (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would

I. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32061 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LA CAÑADA FLINTRIDGE on March 20, 2006, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

ATTEST:

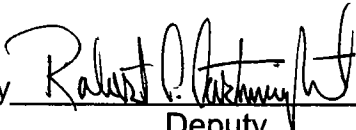
By \_\_\_\_\_  
Mayor, Board of Supervisors

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisor of  
the County of Los Angeles

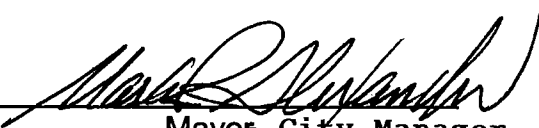
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

CITY OF LA CAÑADA FLINTRIDGE

By  \_\_\_\_\_  
Mayor City Manager

ATTEST:

By  \_\_\_\_\_  
City Clerk

By  \_\_\_\_\_  
City Attorney